

Remarks

A. Pending Claims

Claims 1-4, 6-8, 10, 12-15, 17-27, 29-34, 36, and 38-62 were pending. Claims 1, 6, 13, 18, 24, 26, 27, and 47 have been amended. Claim 71 has been added. Claims 23 and 25 have been cancelled. Claims 1-4, 6-8, 10, 12-15, 17-22, 24, 26-27, 29-34, 36, 38-62, and 71 are currently pending.

B. The Claims Are Not Anticipated By Walker Pursuant To 35 U.S.C. § 102(e)

The Examiner rejected claims 1, 2, 6-8, 10, 12, 13, 17, 18, 19, 22, 32-34, 36, 38-47, and 49-62 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 5,794,207 to Walker et al. (hereinafter "Walker"). Applicant respectfully disagrees with these rejections.

Amended claims 1 and 13 include, but are not limited to, the feature of translating "at least one outgoing transaction into a computer data format decipherable by a receiving trading partner transaction processing software (emphasis added)." The Examiner cites Walker for this teaching at col. 17, line 65-column 18, line 14 for translating the CPO into a language format readable by the appropriate sellers. Claims 1 and 13, however, recite translating the transaction into a "computer data format decipherable by a receiving trading partner transaction processing software" not translating a CPO from one human language into another human language. The Examiner also cites Walker at column 17, lines 8-25:

Instead of a world wide web-based interface, buyers may also transmit CPO 100 data via electronic mail, voice mail, facsimile, or postal mail transmissions. With voice mail, the buyer calls central controller 200 and leaves CPO 100 in audio form. These CPOs 100 may be transcribed into digital text at central controller 200, or made available to potential sellers in the same audio format. In a postal mail embodiment, central controller 200 acts more like a router, directing CPOs 100 to the potential sellers, creating multiple copies of CPO 100 if necessary. CPO 100 may also be posted to bulletin boards or web pages operated by central

controller 200. Central controller 200 supports a plurality of transmission methods, allowing for a wide variety of formats of CPOs 100. Some formats may be changed, however, before further processing by central controller 200. CPOs 100 transmitted by mail in paper form, for example, may be scanned-in and digitized, using optical character recognition software to create digital text. (Walker, col. 17, lines 8-25)

Walker appears to disclose translating a CPO from an audio format to a digital format. Walker does not, however, appear to disclose translating transactions into a computer data format decipherable by a receiving trading partner transaction processing software. For example, the Specification states:

The outgoing transaction may be reformatted into an industry standard data format by an adapter. In one embodiment, the outgoing transaction may be sent through the Annuity Processing Service of the NSCC, and the outgoing transaction may be reformatted into an NSCC-standard data format. (Applicant's Specification, page 22, line 30 – page 23, line 2).

Walker does not appear to disclose translating an outgoing transaction into a data format (e.g., NSCC-standard data format) decipherable by transaction processing software. For example, even though the audio version of a CPO is put into digital data, the digital data may not be in a data format decipherable by transaction processing software. Applicant asserts claims 1, 13, and claims dependent thereon are allowable for at least the above reason.

Amended claim 2 includes, but is not limited to, the feature of “wherein at least one business rule comprises one or more keywords,” and amended claim 3 includes, but is not limited to, the feature of “wherein at least one business rule comprises one or more logical operators.” The Examiner states: “Walker further discloses the at least one business rule comprises one or more logical operators and a string of at least one keyword and at least one operator (column 17, line 1-5) (Office Action, page 7).” Applicant respectfully disagrees. Walker states:

The legal language is pulled from contract detail database 280 which stores a plurality of paragraphs. These paragraphs are linked together with the above

contract elements to form a complete CPO 100. The only element missing which prevents CPO 100 from being recognized as a legitimate contract is the name and signature of the seller. (Walker, column 17, lines 1-5).

However, this cited section does not appear to mention keywords or operators. In addition, Walker does not appear to teach using keywords or logical operators elsewhere. Applicant's specification states:

In various embodiments, the business rules may include combinations of keywords and/or logical operators. Keywords may include terms such as sending trading partner identifiers, receiving trading partner identifiers, administration system identifiers, transaction identifiers, and transaction statuses. Logical operators may include "AND", "OR", "NOT", "EQUALS", "NOT EQUAL TO", "GREATER THAN", and "LESS THAN". The business rule may include a string of at least one keyword and at least one logical operator which is constructed by a user of the computer system. The business rule may then be entered into the computer system by a user via a user interface and subsequently stored in a database. In one embodiment, the business rule, once constructed, is entered much like one would enter a search string into a search engine. The business rules may therefore function as search criteria for additional information to be obtained to complete a transaction. (Applicant's Specification, page 4, lines 11-22).

Walker does not appear to teach any interaction between a user and the "contract elements" selected to be put into the CPO. Walker does not appear to disclose how the contract elements are selected. In contrast, Applicant claims "wherein the additional information is identified by at least one business rule" and "wherein at least one business rule comprises one or more keywords." Applicant asserts claims 2, 3, and 14 are also allowable for at least these reasons.

Amended claim 18 includes, but is not limited to, the feature of "generating a map, wherein generating the map comprises: selecting one or more source fields, wherein each source field corresponds to the source for the additional information; and selecting a destination field, wherein each destination field corresponds to at least one outgoing transaction" and "wherein the administration system from which additional information is read is specified by the map, wherein the map comprises a relationship between at least one outgoing transaction and a source for the additional information." The Examiner states:

...creating database by a user through a user interface is well known in the art of

manipulating data using the computer system. Therefore, it would have been obvious to one with ordinary skill in the art at the time the invention was made to combine the feature above with Walker's for the purpose of allowing many different database are stored in the central controller for accessing purpose. (Office Action, page 8).

Applicant respectfully disagrees. For example, Applicant's specification states:

In one embodiment, the data mapper 800 displays source and destination record fields and permits a user to establish a connection from one or more fields in the source record to a field in the destination record. In this way, the user may define a map which determines the source of additional data to be obtained from an administration system to generate an outgoing transaction. In order to display the source and destination record fields, a map name, a source administration system, a file name for the source administration system, a destination administration system, and a file name for the destination administration system must be chosen in one embodiment. (Applicant's Specification, page 18, line 28 – page 19, line 5).

Walker does not appear to disclose relationships established by the claimed mapping. Applicant respectfully requests the Examiner withdraw the rejection to claim 18 and claims dependent thereon.

In addition, because the aforementioned rejection appears to be set forth in facts within the personal knowledge of the Examiner, Applicant believes MPEP 2144.03 applies. Pursuant to MPEP 2144.03, Applicant respectfully requests the Examiner provide support for her assertion either by affidavit or by references brought to the Applicant's attention. Otherwise, Applicant respectfully requests this rejection be removed (See, e.g., MPEP 2143.01).

Amended claim 47 includes, but is not limited to, the feature of "determining whether to apply a source side function to one or more source fields in the source fields selection; if no function is applied, a value of a destination field is approximately equal to a sum of values of the selected source fields; if a function is applied, a value of a destination field is approximately equal to a sum of values of one or more source fields in which a source side function has been applied." Walker does not appear to disclose relationships between source fields and destination

fields for outgoing transactions. Applicant respectfully requests the Examiner withdraw the rejection to claim 47 and claims dependent thereon.

C. The Claims Are Not Obvious Over Walker Pursuant To 35 U.S.C. § 103(a)

The Examiner rejected claims 3, 4, 14, 15, 20, 21, 23-27, and 48 under 35 U.S.C. 103(a) as unpatentable over Walker. Applicant respectfully disagrees with these rejections. Applicant respectfully requests the Examiner withdraw the rejection to claims 3, 4, 14, 15, 20, 21, 23-27, and 48 as dependent on patentably distinct claims 1, 13, 18, and 47.

D. The Claims Are Not Obvious Over Walker In View Of Wamsley Pursuant To 35 U.S.C. § 103(a)

The Examiner rejected claims 29-31 under 35 U.S.C. 103(a) as unpatentable over Walker in view of U.S. Patent No. 5,956,687 to Wamsley et al. (hereinafter "Wamsley"). Applicant respectfully disagrees with these rejections. Applicant asserts the office action has not stated a prima facie case of obviousness for why Walker and Wamsley are combinable. As stated in the MPEP §2142:

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). (emphasis added)

There is no teaching or suggestion to combine Walker and Wamsley either in the references or in the prior art. Furthermore, Wamsley teaches away from Walker. Wamsley is directed to a personal injury claim management system while Walker is directed to a bilateral buyer driven

commerce. Applicant respectfully submits that it would not have been obvious to a person of ordinary skill in the art to combine the features of Walker and Wamsley. Instead, it appears the Examiner has combined Walker and Wamsley in a piecemeal fashion with impermissible hindsight based on Applicant's disclosure.

Furthermore, neither Walker nor Wamsley appear to disclose, teach, or suggest "a predetermined time for receiving at least one incoming transaction from the at least one sending trading partner" as recited in claim 29; "a predetermined time for reading the additional information from the administration system" as recited in claim 30; or "a predetermined time for sending at least one outgoing transaction to the at least one receiving trading partner" as recited in claim 31. The Examiner cites Wamsley for this teaching:

"...the program prompting generation of a first number of documents in accordance with a first schedule timed by the program for each of the records... (Wamsley, col. 32, lines 55-58)"

"...the program prompting generation of a second number of documents different from the first documents different from the first documents in accordance with a second schedule initiated by said changing and timed by the program... (Wamsley, col. 32, line 64 – col. 33, line 1)"

"...the program prompting generation of a third number of documents in accordance with a third schedule timed by the program... (Wamsley, col. 33, lines 10-12)"

The cited section of Wamsley does not appear to disclose scheduling receiving transactions, reading information, or sending transactions as recited in claims 29, 30, and 31. Applicant respectfully requests the Examiner withdraw the rejections as to claims 29-31.

E. New Claims

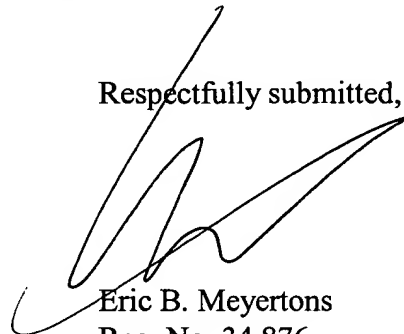
Applicant asserts new claim 71 recites features not disclosed, taught, or suggested by the cited art. Applicant asserts claim 71 is allowable for at least the above reasons.

F. Additional Remarks

Based on the above, Applicant submits that all claims are in condition for allowance. Favorable reconsideration is respectfully requested.

Applicant believes that no fees are due in association with the filing of this document. If any extension of time is required, Applicant hereby requests the appropriate extension of time. If any fees are required, please charge those fees to Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Deposit Account Number 50-1505/5053-23300/EBM.

Respectfully submitted,



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